

LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT ("LOAN AGREEMENT")

Agreement Number: [REDACTED]

Date of Agreement: 4/29/2013

Borrower (name, address, city, telephone):
[REDACTED]
() -

Co-Borrower (name, address, city, telephone):

Creditor/ Lender: TMX Finance of Texas, Inc.
501 N. INTERSTATE 35, FRONTAGE ROAD
DENTON, TEXAS 76205
(940) 566-4777Motor Vehicle Information ("Motor Vehicle")
[REDACTED]

"I" and "me" and similar words mean each person who signs as a Borrower. "You" and "your" and similar words mean the Lender.

**ANNUAL
PERCENTAGE
RATE**The cost of my credit as a
yearly rate.

0%

**FINANCE
CHARGE**The dollar amount the
credit will cost me.

\$ 0.00

Amount Financed
The amount of credit
provided to me or on
my behalf

\$ 1,956.61

Total of Payments
The amount I will have paid
after I have made all payments
as scheduled.

\$ 1,956.61

My Payment Schedule will be:

Number of Payments	Amount of Payment	When Payment Is Due
1	1,956.61	5/29/2013

Security: You will have a security interest in the Motor Vehicle listed above.

Prepayment: If I pay off early, I will not have to pay a penalty.

Filing fee: N/A

Late fee: If I don't pay all of a payment within 10 days after it is due, you can charge me a late charge. The late charge will be 5% of the scheduled payment.

Additional Information: See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

- | | |
|---|-------------|
| 1. Amount Financed: | \$ 1,956.61 |
| 2. Amount given to me directly: | \$ N/A |
| 3. Amount paid to others on my behalf: | \$ 1,956.61 |
| 4. Official fees paid to government agencies: | \$ N/A |

I promise to pay the cash advance plus the accrued interest to the order of you, the Lender. I will make the payment at your address above. I will make the payment on the date and in the amount shown in the Payment Schedule. You can add the fee to the amount I owe or collect it separately. If there is more than one Borrower, each Borrower agrees to keep all of the promises in the loan document.

Prepayment. I can make any payment early.

Finance Charge Earnings. The annual rate of interest is 0%. No interest is charged under this Loan Agreement.

Security. To secure this loan, I give you a security interest in the collateral. The collateral includes the Motor Vehicle listed above, improvements and attachments to the property, insurance refunds, and proceeds. I own the collateral. I won't sell or transfer it without your written permission. I won't allow anyone else to have an interest in the collateral except you. I will keep the collateral at my address shown above. I will promptly tell you in writing if I change my address. I won't permanently remove the collateral from Texas unless you give me written permission. I will timely pay all taxes and license fees on the collateral. I will keep it in good repair. I won't use the collateral illegally.

Default. I will be in default if: I do not timely make a payment; I break any promise I made in this agreement; I allow a judgment to be entered against me or the collateral; I sell, lease, or dispose of the collateral; I use the collateral for an illegal purpose; or you believe in good faith that I am not going to keep any of my promises. If I am in default, you may require me to repay the entire unpaid principal balance, and any accrued interest at once. You don't have to give me notice that you are demanding or intend to demand immediate payment of all that I owe. If you don't enforce your rights every time, you can still enforce them later. If this debt is referred to an attorney for collection, I will pay any attorney fees set by the court plus court costs. If there is a default, you can take the collateral. You will only do this lawfully and without a breach of the peace. If you take my collateral, you will tell me how much I have to pay to get it back. If I don't pay you to get the collateral back, you can sell it or take other action allowed by law. You will send me notice at least 10 days before you sell it. My right to get the collateral back ends when you sell it. You can use the money you get from selling it to pay amounts the law allows and to reduce the amount I owe. If any money is left, you will pay it to me. If the money from the sale is not enough to pay all I owe, I must pay the rest of what I owe you plus interest.

Compliance. No amount received by Lender is intended to exceed lawful amounts. If an unlawful excess occurs, Lender will apply it as a credit or otherwise refund it, and the rate or amount involved will automatically be reduced to the appropriate amount. To the extent permitted by law, for purposes of determining compliance with the law, Lender may make its calculations by amortizing, prorating, allocating and spreading. In each instance, Lender's rights and remedies are subject to applicable law.

Late Fee. If I don't pay all of a payment within 10 days after it is due, you can charge me a late charge. The late charge will be 5% of the scheduled payment.

Assignment. Lender may assign or transfer any or all of its rights, title and interest under this Loan Agreement at its discretion. I may not assign my rights under this Loan Agreement without Lender's written consent.

Borrower's Representations and Warranties. I represent and warrant that: (1) I have the right to enter into this Loan Agreement; (2) I am not a debtor under any proceeding in bankruptcy and I have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (3) I am at least 18 years of age; (4) the Motor Vehicle is not stolen and, except for the security interests in Lender's favor, there are no other liens or encumbrances in or against the Motor Vehicle; and (5) until such time that all amounts due under the Loan Agreement are fully repaid, I will not attempt to seek a duplicate title to the Motor Vehicle. I also represent that the information in the Customer Application I submitted is up-to-date, true, correct, and complete, including, without limitation, my representation that I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer, or a dependent of such a member. I understand that you are relying upon that information.

Notices and waivers. Except for notices provided in this Agreement, Borrower, and others responsible to the extent permitted by law, waive demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, and notice of dishonor. To the extent permitted by law, Borrower, and others responsible, also agree: Lender may waive or delay enforcing Lender's rights without losing them; Lender is not required to file suit or arbitrate, show diligence in collection against Borrower or others responsible, or go against the Motor Vehicle; Lender may release or modify any person's liability without changing the liability of others; Lender may substitute, exchange or release the Motor Vehicle; Lender may sue or arbitrate with one or more persons without joining or suing others; and Lender may modify the obligations owed to Lender.

I agree:

1. You can mail any notice to me at my last address in your records. Your duty to give me notice will be satisfied when you mail it.
2. I promise that all information I gave you is true.
3. I understand that you may seek payment from only me without first looking to any other Borrower.
4. I don't have to pay interest or other amounts that are more than the law allows.
5. If any part of this contract is declared invalid, the rest of the contract remains valid.
6. **This written loan agreement is the final agreement between you and me and may not be changed by prior, current, or future oral agreements between you and me. There are no oral agreements between you and me relating to this loan agreement. Any change to this agreement must be in writing. Both you and I have to sign written agreements.**
7. Federal law and Texas law apply to this contract. The Federal Arbitration Act applies to the **JURY TRIAL WAIVER AND ARBITRATION CLAUSE** below.
8. If any provision of this Loan Agreement is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this Loan Agreement.

Jury Trial Waiver. I acknowledge that there is a Texas constitutional right to trial by jury but it may be waived under certain circumstances. To the extent permitted by law, I, and Lender knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Loan. This jury trial waiver shall not affect or be interpreted as modifying in

any fashion the separate Arbitration Provision among you and me that will apply unless I exercise my right to opt out of the Arbitration Provision.

JURY TRIAL WAIVER AND ARBITRATION CLAUSE.

By signing, I agree to this Jury Trial Waiver and Arbitration Clause ("Clause"):

Background and Scope.

What is arbitration?	An alternative to court.	In arbitration, a third party ("Arbiter") solves Disputes in a hearing ("hearing"). I, related third parties, and Lender, waive the right to go to court. Such "parties" forgo jury trials.
Is it different from court and jury trials?	Yes.	The hearing is private and less formal than court. Arbiters may limit pre-hearing fact finding, called "discovery." The decision is final. Courts rarely overturn Arbiters.
Who does the Clause cover?	I, Lender, and Others.	This Clause governs the parties, their heirs, successors, assigns, and third parties related to the transaction.
Which Disputes are covered?	All Disputes.	In this Clause, the word "Disputes" has the broadest possible meaning. This Clause governs all "Disputes" involving the parties. This includes all claims even indirectly related to my application and agreement with Lender. This includes claims related to information I previously gave Lender. It includes all past agreements. It includes any agreed-upon extensions, renewals, refinancings, or payment plans. It includes claims related to collections, privacy, and customer information. It includes claims related to setting aside this Clause. It includes claims about the Clause's validity and scope. It includes claims about whether to arbitrate.
Am I waiving rights?	Yes.	I waive my rights to: 1. Have juries solve Disputes. 2. Have courts, other than small-claims courts, solve Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Be in a class action.
Am I waiving class action rights?	Yes.	COURTS AND ARBITERS WON'T ALLOW CLASS ACTIONS. I waive my rights to be in a <u>class action</u> , as a representative and a member. Only individual arbitration, or small-claims courts, will solve Disputes. I waive my right to have representative claims.
What law applies?	The Federal Arbitration Act ("FAA").	This transaction involves interstate commerce, so the FAA governs. If a court finds the FAA doesn't apply, and the finding can't be appealed, then my state's law governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege claims.
Can the parties try to solve Disputes first?	Yes.	Lender can try to solve Disputes if I will call Lender at [800-804-5368]. If this doesn't solve the Dispute, mail Lender written notice, within 100 days of the Dispute date ("Dispute Notice"). Tell Lender the details and how I want to solve it. Lender will try to solve the Dispute. If Lender makes a written offer ("Settlement Offer"), I can reject it and arbitrate. If Lender doesn't solve the Dispute, either party may start arbitration. To start arbitration, contact an Arbiter or arbitration group listed below. No party will disclose settlement proposals to the Arbiter during arbitration.
How should I contact Lender?	By mail.	Send mail to: Legal Dept, P.O. Box 8323, Savannah, GA 31412. I can call Lender or use certified mail to confirm receipt.
Can small-claims court solve <u>some</u> Disputes?	Yes.	Each party has the right to arbitrate. Subject to state law limits, small-claims courts can solve some Disputes. If there is an appeal, or if a Dispute is not within a small-claims court's power, then the Dispute will be heard by an Arbiter. Arbitration will solve Disputes that small-claims courts can't hear.
Do other options exist?	Yes.	Both parties may use lawful self-help remedies. This includes set-off or repossession and sale of any collateral. Both parties may seek remedies which don't claim money damages. This includes pre-judgment seizure, injunctions, or equitable relief.
Will this Clause continue to govern?	Yes, unless otherwise agreed.	The Clause stays effective, unless the parties sign an agreement stating it doesn't. The Clause governs if I rescind the transaction. It governs if I default, renew, prepay, or pay. It governs if my contract is discharged through bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.

Process.

How does arbitration start?	Mailing a notice.	Either party may mail the other a request to arbitrate, even if a lawsuit has been filed. The notice should describe the Dispute and relief sought. The receiving party must mail a response within 20 days. If I mail the demand, I may choose the arbitration group. Or, my demand may state that I want the parties to choose a local Arbiter. If related third parties or Lender mail the demand, I must respond in 20 days. My response must choose an arbitration group or propose a local Arbiter. If it doesn't, Lender may choose the group.
Who arbitrates?	AAA, JAMS, or an agreed Arbiter.	I may select the American Arbitration Association ("AAA") (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) http://www.jamsadr.com . The parties may also agree in writing to a local attorney, retired judge, or Arbiter in good standing with an arbitration group. The Arbiter must arbitrate under AAA or JAMS consumer rules. I may get a copy of these rules from such group. Any rules that conflict with any of your agreements with me, don't apply. If these options aren't available, and the parties can't agree on another, a court may choose a group. The parties will then obtain an Arbiter under such group's rules. Such Arbiter must enforce my

		agreements with Lender, as they are written.
Will the hearing be held nearby?	Yes.	The Arbiter will order the hearing within 30 miles of my home or where the transaction occurred.
What about appeals?	Appeals are limited.	The arbitrator's decision will be final. A party may file the Arbiter's award with the proper court. Arbitration will solve appeals of a small-claims court judgment. A party may appeal under the FAA.

Arbitration Fees and Awards.

Will Lender advance Arbitration Fees?	Yes, but I may pay costs.	Lender will advance my "Arbitration Fees." This includes filing, administrative, hearing, and Arbiter's fees. I pay my attorney fees and other expenses.
Are damages and attorney fees possible?	Yes, if allowed by law.	The Arbiter may award the same damages as a court. Arbiters may award reasonable attorney fees, and expenses, if allowed by law.
Will I pay Arbitration Fees if I win?	No.	If the Arbiter awards me funds, I don't reimburse Lender the Arbitration Fees.
Will I ever pay Arbitration Fees?	Yes.	If the Arbiter doesn't award me funds, then I must repay the Arbitration Fees. If I must pay Arbitration Fees, the amount won't exceed state court costs.
Can an award be explained?	Yes.	A party may request details from the Arbiter, within 14 days of the ruling. Upon such request, the Arbiter will explain the ruling in writing.

Other Options.

If I don't want to arbitrate, can I still get a transaction?	Yes. I can get Lender services and decide not to arbitrate.	Consider these choices: 1. Informal Dispute Resolution. Contact Lender, and attempt to settle any Disputes. 2. Small-claims Court. Seek to solve Disputes in small-claims court, within state law limits. 3. Opt-Out of Arbitration. Sign and then timely opt-out.
Can I opt-out of the Clause?	Yes. Within 60 days.	Write Lender within 60 calendar days of signing my agreement to opt-out of the Clause for that agreement. List my name, address, account number and date. List that I "opt-out." If I opt-out, it will only apply to that agreement.

Acknowledgments. By signing below, I acknowledge receipt of and agreement to the customer application, the Arbitration Clause, and Lender's Privacy Policy. I and Lender agree to this Loan Agreement, Promissory Note and security agreement and acknowledge receipt of a copy of it and the documents referenced above. Any change to this Loan Agreement has to be in writing. Both you and I have to sign it.

This lender is licensed and examined by the State of Texas - Office of Consumer Credit Commissioner. Call the Consumer Credit Hotline or write for credit information or assistance with credit problems: Office of Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207, www.occ.state.tx.us, (800) 538-1579.

By signing below I acknowledge the following:

- (1) I agree to the terms of this contract. I received a completed copy on 4/29/2013.
- (2) Refinancing is not available from Lender's Dallas, Austin or San Antonio locations.
- (3) A refinancing from a third-party lender, obtained at Lender's affiliate's locations outside of Dallas, Austin or San Antonio, will have an APR of up to 310.47 %.

Lender: TMX Finance of Texas, Inc.

By: _____

Recibi la Forma Informe de Prestamo _____
I received the Spanish Disclosure.

Co- Borrower Signature

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

FACTS**WHAT DOES TITLEMAX DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- payment history and transaction history
- credit history and assets

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLEMAX chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TITLEMAX share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call 800-804-5368– our menu will prompt you through your choice(s).

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 800-804-5368

Who are we

Who is providing this notice?

Vehicle secured credit providers, credit service organizations, pawnbrokers, creditors, and financial service providers.

What do we do**How does TITLMAX protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does TITLMAX collect my personal information?

We collect your personal information, for example, when you

- apply for a loan or give us your income information
- open an account or provide employment information
- show us your government-issued ID

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market you
- sharing for nonaffiliates to market you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as EquityAuto Loan, LLC; TitleMax of Alabama, Inc.; TitleMax of Georgia, Inc.; TitleMax of Illinois, Inc.; TitleMax of Mississippi, Inc.; TitleMax of Missouri, Inc.; TitleMax of South Carolina, Inc.; TitleMax of Tennessee, Inc.; TitleMax of Texas, Inc.; TitleMax of Virginia, Inc.; TMX Finance LLC*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include lenders; banks; collection agencies; check-cashers; tax preparers; pawnbrokers; rent-to-own; money transmitters; retailers; and prepaid card providers.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include lenders; banks; tax preparers; money transmitters; retailers; and prepaid card providers.*

Other Important Information

NA

Provided by: TMX Finance LLC; EquityAuto Loan, LLC; TitleMax of Alabama, Inc.; TitleMax of Arizona, Inc.; TitleMax of Georgia, Inc.; TitleMax of Illinois, Inc.; TitleMax of Mississippi, Inc.; TitleMax of Missouri, Inc.; TitleMax of Nevada, Inc.; TitleMax of South Carolina, Inc.; TitleMax of Tennessee, Inc.; TitleMax of Texas, Inc.; TitleMax of Virginia, Inc.; TMX Finance of Florida, Inc., TMX Finance of Texas, Inc., TMX Finance of Virginia, Inc., TMX Credit, Inc.